

**AMENDMENT NO. 1 TO LOAN AND SECURITY AGREEMENT
AND
AMENDMENT NO. 1 TO REVOLVING NOTE**

This Amendment No. 1 to Loan and Security Agreement and Amendment No. 1 to Revolving Note, dated as of October 26th, 2017 (this "*Amendment*"), is entered into by and between Live Well Financial, Inc., a Delaware corporation ("*Borrower*"), and Flagstar Bank, FSB ("*Lender*"). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Loan Agreement (as defined below).

RECITALS

A. Borrower and Lender are parties to that certain Loan and Security Agreement dated as of March 29, 2017, (as amended, restated, supplemented, or otherwise modified from time to time, the "*Loan Agreement*").

B. In connection with the Loan Agreement, Borrower executed in favor of Lender a Revolving Credit Note dated as of March 29, 2017, in the principal amount of \$50,000,000.00 (as amended, restated, supplemented, or otherwise modified from time to time, the "*Revolving Note*").

C. Borrower and Lender wish to amend the Loan Agreement and the Revolving Note as provided in this Amendment.

THEREFORE, in consideration of the Recitals and other valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows.

Section 1. Amendment to Loan Agreement.

(a) Section 1.1 of the Loan Agreement is amended by amending and restating, in its entirety, the following definition.

"Revolving Loan Maximum Amount" means Seventy Million and 00/100 Dollars (\$70,000,000.00).

Section 2. Amendments to Revolving Note. The Revolving Note is amended as follows.

(a) The heading of the first page of the Revolving Note is amended by replacing "\$50,000,000.00" with "\$70,000,000.00."

(b) The introductory paragraph on the first page of the Revolving Note is amended by deleting the phrase "the principal amount of Fifty Million and 00/100 Dollars (\$50,000,000.00) (or so much of such sum as has been advanced by Lender to Borrower and is outstanding under this Note)" with the phrase "the principal amount of Seventy Million and 00/100 dollars

(\$70,000,000.00) (or so much of such sum as has been advanced by Lender to Borrower and is outstanding under this Note)”.

Section 3. Fees and Expenses. Borrower hereby agree to pay to Lender, on demand, any and all reasonable out-of-pocket fees, costs and expenses (including reasonable fees and expenses of counsel) incurred by Lender in connection with the development, preparation and execution of this Amendment.

Section 4. Conditions Precedent. This Amendment shall become effective as of the date hereof upon (a) each party’s receipt of this Amendment, executed and delivered by a duly authorized officer of each of the other parties hereto and (b) Lender’s receipt of a non-refundable amendment fee of \$200,000.00.

Section 5. Limited Effect. Except as expressly amended and modified by this Amendment, each of the Existing Loan Agreement and the Existing Revolving Note shall continue to be, and shall remain, in full force and effect in accordance with its respective terms.

Section 6. Counterparts. This Amendment may be executed by each of the parties hereto on any number of separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument.

Section 7. Severability. Each provision and agreement herein shall be treated as separate and independent from any other provision or agreement herein and shall be enforceable notwithstanding the unenforceability of any such other provision or agreement.

Section 8. GOVERNING LAW. THE AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS (OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused their names to be signed hereto by their respective officers thereunto duly authorized as of the day and year first above written.

LIVE WELL FINANCIAL, INC.

By: Michael E. Hild
(Signature)

Its: _____
Michael E. Hild, Chairman and CEO

FLAGSTAR BANK, FSB

By: _____
(Signature)

Its: _____
(Printed Name and Title)

Commercial Loan Closing Statement

Borrower	Live Well Financial, Inc.
Address	1011 Boulder Springs Dr., Suite 420
City, State, Zip	Richmond, VA 23225

Closing Date	10/26/2017
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Sources of Funds

Increase Revolving Note from \$50,000,000. to \$70,000,000.	
Total Sources of Funds	\$0.00

Uses of Funds

Attorney Fee - Bodman PLC	\$1,000.00	
Commitment Fee	\$200,000.00	
Wire Instruction:		
Flagstar Bank, FSB		
ABA #272471852		
Account Name: Commerical Loans		
Account Number: 1140302800216		
Other		
Other		
Other		
Other		
Closing Costs	\$200,000.00	
Amount Due from Borrower		\$200,000.00

Accepted:

Live Well Financial, Inc.



Michael F. Hild, Chairman and CEO

**LIVE WELL FINANCIAL, INC.
OFFICER'S CERTIFICATE**

Reference is made to that certain Amendment No. 1 Loan and Security Agreement and Amendment No. 1 to Revolving Note dated on or about the date hereof (as amended from time to time, the "*Amendment*") by and between **LIVE WELL FINANCIAL, INC.**, a Delaware corporation (the "*Company*") and **FLAGSTAR BANK, FSB**, a federally chartered savings bank (together with its successors and/or assigns, the "*Lender*"), which amends that certain Loan and Security Agreement, dated March 29, 2017, among the Company and Lender.

The undersigned is the duly elected, qualified and acting Chief Financial Officer of the Company and hereby certifies to the Lender as follows:

1. The articles of incorporation of the Company (and all amendments thereto) has not been rescinded, modified or amended since March 29, 2017, and are in full force and effect on the date hereof.
2. The Bylaws of the Company (and all amendments thereto) have not been rescinded, modified or amended since March 29, 2017 and are in full force and effect on the date hereof.
3. Attached hereto as Exhibit A is a true and correct copy of certain resolutions duly adopted by the board of directors of the Company by unanimous written consent dated as of the date hereof, which resolutions have not been amended or otherwise modified, rescinded or repealed and are in full force and effect on the date hereof.

IN WITNESS WHEREOF, the undersigned has duly executed this Certificate as of the date set forth below.

Date: October 26, 2017

A handwritten signature in blue ink, appearing to read "Eric Rohr", written over a horizontal line.

Eric Rohr, Chief Financial Officer

The undersigned is the Chief Executive Officer and hereby certifies that Eric Rohr is, on the date hereof, the duly elected, qualified, and acting Chief Financial Officer of the Company and that the signature appearing over his name above is his true and genuine signature.

IN WITNESS WHEREOF, the undersigned has duly executed this Certificate as of the date set forth below.

Date: October 26, 2017

A handwritten signature in blue ink, appearing to read "Michael Hild", written over a horizontal line.

Michael Hild, Chief Executive Officer

LIVE WELL FINANCIAL, INC.

RESOLUTIONS ADOPTED BY UNANIMOUS WRITTEN CONSENT

Effective Date: October 26, 2017

The undersigned, being all of the directors of Live Well Financial, Inc., a Delaware corporation (the "**Company**"), pursuant to Section 141(f) of the Delaware General Corporation Law, hereby consent to the adoption of the following resolutions, by unanimous written consent in lieu of a special meeting of the Board, and waive all requirements of notice, statutory or otherwise:

WHEREAS, the Company previously entered into (i) that certain Loan and Security Agreement, dated March 29, 2017 (the "**Loan Agreement**"), with Flagstar Bank, FSB, a federal savings bank (together with its successors and/or assigns, the "**Lender**"), pursuant to which the Company obtained a line of credit in the maximum principal amount not to exceed \$50,000,000.00 (the "**Revolver**") and (ii) that certain Revolving Note, dated March 29, 2017 (the "**Note**") in the principal amount of the Revolver; and

WHEREAS, the Board believes it in the best interest of the Company to amend the terms of the Loan Agreement and Note by increasing the Revolver in the amount of \$20,000,000.00, so the maximum principal amount of the Revolver, as amended, will not exceed \$70,000,000.00 (the "**New Revolver**") by entering into the Amendment No. 1 to Loan and Security Agreement and Amendment No. 1 to Revolving Note (the "**Amendment**") with the Lender, in substantially the form presented to the Board on the date hereof; it is hereby

RESOLVED, that form, term and provisions of the Amendment are hereby approved in all respects and, to evidence and secure the above-described obligations, the Company be, and hereby is, authorized and directed to execute and deliver: (a) the Amendment; (b) requests for advances under the New Revolver; (c) all other agreements, instruments, certificates and documents required by the Lender in connection with the foregoing documents and the transactions contemplated therein or determined to be necessary or convenient by an Authorized Officer (as defined below) to perform or consummate the transactions contemplated by the foregoing documents, such execution and delivery to be conclusive evidence of such determination; and (d) any and all amendments or modifications to any of the foregoing (the instruments, agreements, certificates and other documents described in clauses (a) through (d) above, collectively, the "**Transaction Documents**");

FURTHER RESOLVED, that any officer of the Company (each, an "**Authorized Officer**") be, and each of them acting alone hereby is, authorized and directed, in the name and on behalf of the Company to execute and deliver the Transaction Documents in such form as any Authorized Officer may approve, and to take all such actions that any Authorized Officer may determine to be necessary or appropriate to

carry out the intent of the foregoing resolutions, such execution and delivery or the taking of any such action to be conclusive evidence of such approval or determination, and all documents heretofore executed or delivered and all actions heretofore taken by any Authorized Officer to carry out to intent of the foregoing resolutions are hereby ratified, confirmed and approved.

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This consent shall be filed with the records of the meetings of the directors of the Company, and the resolutions set forth herein shall be treated for all purposes as resolutions adopted at duly called meeting of the same on the effective date set forth above.

BOARD OF DIRECTORS:

A handwritten signature in black ink, appearing to read 'Stuart Cantor', is written over a horizontal line.


Stuart Cantor

Michael C. Hild

This consent shall be filed with the records of the meetings of the directors of the Company, and the resolutions set forth herein shall be treated for all purposes as resolutions adopted at duly called meeting of the same on the effective date set forth above.

BOARD OF DIRECTORS:

Stuart Cantor



Michael C. Hild